AUCTION TERMS & CONDITIONS

Property Information

The information provided herein has been obtained from sources deemed reliable; however, neither the Seller nor Heritage Land & Auction Group makes any guarantees or warranties, expressed or implied, as to the accuracy of the information. All prospective bidders are encouraged to fully inspect the property and perform their own independent due diligence prior to bidding. All property is being sold “AS IS, WHERE IS.”

Auction Method

The property will be offered on a timed online only auction ending on August 25th @ 1:00PM CT. The auctioneer reserves the right to determine the final bidding method, reopen bidding between tracts or combinations, and resolve any bidding disputes.

Timed Online Only Auction – Bidding will begin closing at 1:00 PM CT. The auction features a 3-minute extended bidding period, meaning that if a bid is placed with less than 3 minutes remaining on any tract, the bidding time for that tract will automatically extend back to 3 minutes. Bidding will continue in this manner until no additional bids are received within the final 3 minutes.

All bids shall be on a price-per-acre basis unless otherwise announced.

Seller Confirmation

The property is being offered subject to Seller confirmation. The Seller reserves the right to accept or reject any and all bids.

Purchase Agreement

Immediately following the conclusion of the auction, the successful bidder(s) shall enter into a Purchase Agreement and deposit the required earnest money.

Failure to execute the Purchase Agreement or deposit earnest money shall constitute default by the Buyer.

Earnest Money

A non-refundable 10% earnest money deposit shall be required on the day of the auction. Earnest money shall be held in the Winter Title & Abstract trust account until closing.

The balance of the purchase price shall be due in certified funds at closing.

Financing

The sale is not contingent upon Buyer financing. All bidders shall have financing arrangements secured prior to bidding.

By registering and bidding, bidders acknowledge they possess the financial ability to complete the purchase according to the terms of the Purchase Agreement.

Closing

Closing shall occur on or before September 29th, 2026 unless otherwise agreed upon in writing by both parties.

Possession

Possession shall be granted at closing, subject to any existing leases, tenants' rights, or crop agreements. Buyer will have access to the property upon completion of the 2026 crop harvest.

Farm Lease / Farming Rights

Seller shall retain 100% of rental income for 2026. Buyer shall assume and abide by the terms of the current farm lease.

Real Estate Taxes/ Assessments

Real estate taxes and special assessments due and payable in 2026 shall be paid in full by the Seller. The Buyer shall be responsible for all real estate taxes and special assessments due and payable in 2027 and thereafter.

Survey

A survey will not be provided by the seller.

Easements & Restrictions

The sale shall be subject to all existing easements, restrictions, covenants, rights-of-way, leases, and matters of record.

Title

Seller shall provide marketable title to the property. Preliminary title information will be made available prior to the auction. Sellers shall provide a Title Commitment as evidence of marketable title. An abstract of title will not be provided.

Online Bidding

If online bidding is available, bidders acknowledge that internet service may be unreliable and subject to interruption. Neither the Seller nor Heritage Land & Auction Group, Real Broker, LLC shall be responsible for technical issues, delays, or interruptions in online bidding services.

Agency Disclosure

Heritage Land & Auction Group, Real Broker and its agents represent the Seller exclusively in this transaction unless otherwise disclosed.

Announcements

All announcements made on or prior to sale day take precedence over any prior advertising or printed material.

1031 Exchange

Seller intends to complete a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Buyer agrees to cooperate with the exchange, provided there is no additional cost, liability, or delay to Buyer. Seller shall pay all costs associated with the exchange.